

TERMS AND CONDITIONS

CRYPTOCURRENCY SERVICES

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Technical operator	Crypto commercial and operational provider	App / fiat services provider
Codego Bulgaria Ltd Company/UIC: 207194652 Email: hello@codegobulgaria.com Website: codegobulgaria.com	ISLA-MIA Blockchain Solutions LLC Puerto Rico company no.: 482529-1511 Registered address: CARR 102 KM 9 HM 9, Cabo Rojo, 00623, PR, Puerto Rico Email: support@fleexpay.io Website: fleexpay.io	Codego SRL Italy - VAT/Tax code: 06985680823 European VAT: IT06985680823 REA: MI-2676395 Address: Via Monte Napoleone 8, 20121 Milan, Italy Email: support@codegopay.com Website: codegopay.com

These Terms and Conditions (the "Terms") govern access to and use of the Cryptocurrency Services made available through the relevant mobile application, web interface, API, dashboard or related user interface (the "App"). By accessing, enabling or using the Cryptocurrency Services, the User confirms that the User has read, understood and accepted these Terms.

The Cryptocurrency Services are separate from any fiat payment, electronic money, IBAN, card, wallet or other payment services that may be offered through the App or by Codego SRL under separate terms. Where product-specific terms, provider terms, transaction confirmations or risk disclosures are displayed in the App, those documents form part of the contractual framework for the relevant transaction.

1. Definitions

1.1 "Account" means the User account, profile or wallet interface through which the User accesses the App or the Cryptocurrency Services.

1.2 "App" means the mobile application, web interface, API, dashboard or related user interface used to access the Services, including interfaces distributed, operated or maintained by Codego SRL, Codego Bulgaria or their technical partners.

1.3 "Blockchain Network" means a public or private blockchain, distributed ledger, token network, validator network, smart-contract protocol or related infrastructure used for the transmission, custody, conversion, settlement or display of Crypto Assets.

1.4 "Codego Bulgaria" means Codego Bulgaria Ltd, company/UIC number 207194652, acting as technical operator, blockchain infrastructure operator, technical interface operator and technical support point for the cryptocurrency section of the App.

1.5 "Codego SRL" means Codego SRL, an Italian company with VAT/Tax Code 06985680823, European VAT IT06985680823 and REA MI-2676395, with registered address at Via Monte Napoleone 8, 20121 Milan, Italy.

1.6 "Crypto Assets" means cryptocurrencies, tokens, stablecoins and other digital assets supported in the App from time to time, including major Crypto Assets that are made available by Isla Mia or its Third-Party Crypto Providers.

1.7 "Cryptocurrency Services" or "Services" means the crypto-related functions made available through the App, including, where available, crypto deposit instructions, crypto withdrawals, crypto-to-crypto or crypto-to-fiat conversion interfaces, wallet balance display, transaction display, blockchain transaction submission, technical crypto support and related interface functions. The Services do not include banking, deposit-taking, credit, investment management, portfolio management, electronic money issuance or regulated payment services supplied by Codego Bulgaria.

1.8 "Isla Mia" means ISLA-MIA Blockchain Solutions LLC, Puerto Rico company number 482529-1511, with registered address at CARR 102 KM 9 HM 9, Cabo Rojo, 00623, PR, Puerto Rico, acting as commercial and operational crypto provider for the Services.

1.9 "Third-Party Crypto Provider" means any custodian, exchange, broker, liquidity provider, blockchain analytics provider, wallet technology provider, regulated crypto-asset service provider, virtual asset service provider or other third party used by Isla Mia to deliver the Cryptocurrency Services under distribution, custody, exchange, technology or other operational arrangements.

1.10 "User" means any natural or legal person that accesses or uses the App or the Cryptocurrency Services.

2. Contractual structure and allocation of roles

2.1 Codego Bulgaria acts as technical operator, blockchain infrastructure operator, App technical interface operator and technical support point for the cryptocurrency section of the App. Codego Bulgaria does not directly manage,

custody, hold, invest, lend, pledge, rehypothecate, convert or transfer User funds or User Crypto Assets, except to the limited extent required to provide technical interface functions expressly described in these Terms.

2.2 Codego Bulgaria is not a bank, credit institution, payment institution, electronic money institution, investment firm, broker-dealer, fund manager or deposit-taking institution. Codego Bulgaria does not issue financial services, does not issue electronic money, does not accept deposits and does not provide banking or regulated payment services through the Cryptocurrency Services.

2.3 Isla Mia is the commercial and operational provider responsible for the management and operation of the Cryptocurrency Services, including User Crypto Assets, crypto transaction execution, withdrawals, liquidity, treasury, operational wallets, relationships with custodians, Third-Party Crypto Providers, Blockchain Networks and operational counterparties.

2.4 Isla Mia operates through third parties under crypto distribution services agreements and other operational agreements. Regulated crypto services, where required by applicable law, are issued, supplied or executed by Third-Party Crypto Providers holding the relevant authorisations, licences, registrations or permissions in their respective jurisdictions. Those Third-Party Crypto Providers are not agents, employees or branches of Codego Bulgaria.

2.5 Codego SRL may distribute or make available the App and may provide separate fiat, IBAN, payment, electronic money, card or wallet services under separate terms. Codego SRL does not provide, manage, custody, guarantee or control the Cryptocurrency Services, Crypto Assets, crypto withdrawals, crypto conversions, crypto liquidity or crypto operational treasury. Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded under mandatory law.

3. Scope of the Cryptocurrency Services

3.1 The Services may allow Users to access crypto-related functions through the App, subject to availability, jurisdictional restrictions, provider eligibility, risk controls, sanctions screening, KYC/AML checks, technical limitations and Blockchain Network conditions.

3.2 Supported Crypto Assets are determined from time to time by Isla Mia and its Third-Party Crypto Providers. The App may support major Crypto Assets and other tokens, but availability may change without creating any obligation to support a specific asset, network, token standard or transaction type indefinitely.

3.3 The Cryptocurrency Services are limited to operational cryptocurrency functions and do not constitute node ownership, token lending, collective investment, investment advice, portfolio management, savings products, deposit-taking, capital-guaranteed products, profit-guaranteed products or products offering fixed or variable returns.

3.4 Information displayed in the App, including balances, transaction history, quotes, estimated fees, supported assets and network statuses, is provided for operational and technical purposes. Final execution, settlement and ownership records may depend on Blockchain Networks, Isla Mia and Third-Party Crypto Providers.

3.5 Codego Bulgaria may operate or maintain technical infrastructure, nodes, APIs, dashboards, wallet software or blockchain-related technical components. The operation of technical infrastructure does not give Users ownership, control or economic rights over Codego Bulgaria infrastructure or nodes.

4. User assets, custody and operational management

4.1 All crypto asset management, custody arrangements, operational wallets, liquidity, treasury management, withdrawals and relationships with Third-Party Crypto Providers are managed by Isla Mia and/or the relevant Third-Party Crypto Providers, not by Codego Bulgaria and not by Codego SRL.

4.2 Depending on the relevant service, Crypto Assets may be held, controlled, transferred, converted or settled by Isla Mia, by a Third-Party Crypto Provider or by wallet infrastructure made available through the App. Users acknowledge that Blockchain Network records, provider ledgers and internal ledger records may be used together to display balances and process transactions.

4.3 Crypto Assets are not bank deposits, are not electronic money, are not insured deposit products and are not covered by any deposit guarantee scheme, investor compensation scheme or similar public protection scheme unless expressly stated by a duly authorised third-party provider in separate provider terms.

4.4 Codego Bulgaria is not responsible for the solvency, performance, omissions, errors, liquidity, custody arrangements, settlement delays, cyber incidents, wallet controls, regulatory status or operational decisions of Isla Mia or any Third-Party Crypto Provider, except to the extent caused by Codego Bulgaria technical misconduct that cannot lawfully be excluded.

5. Conversion, deposits, withdrawals and transaction execution

5.1 Crypto transactions are subject to Blockchain Network conditions, network confirmations, gas fees, mining or validator fees, congestion, smart-contract execution, wallet compatibility, liquidity availability, provider checks, KYC/AML controls and sanctions screening.

5.2 Conversion or exchange quotes may be provided by Isla Mia or a Third-Party Crypto Provider. Quotes may be time-limited, may include spreads, provider fees and conversion fees, and may change before execution. A transaction is not final until accepted by the relevant provider and/or recorded on the relevant Blockchain Network or internal ledger, as applicable.

5.3 Crypto deposits must be sent only to the address, network and asset type displayed in the App. Sending an unsupported asset, using the wrong network, omitting a required memo/tag, or sending assets from or to restricted wallets may result in permanent loss. Recovery is not guaranteed and may be impossible.

5.4 Crypto withdrawals are processed by Isla Mia and/or its Third-Party Crypto Providers, subject to available balance, provider processing, network fees, security checks, risk controls, KYC/AML checks, sanctions screening and Blockchain Network conditions. Withdrawal timing is not guaranteed.

5.5 Blockchain transactions are generally irreversible. The User is solely responsible for verifying recipient addresses, networks, asset types, amounts and transaction details before confirming a transaction.

6. Fees, costs and fee sharing

6.1 The User is responsible for all applicable fees, costs and charges displayed in the App or otherwise disclosed before transaction execution, including provider fees, conversion fees, withdrawal fees, network fees, gas fees, miner fees, validator fees and other blockchain-related costs.

6.2 A conversion fee may apply to crypto conversion or exchange transactions. Within the conversion fee charged by Isla Mia or the relevant Third-Party Crypto Provider, Isla Mia may recognise and remit to Codego Bulgaria a technical distribution and interface fee equal to 0.25% of the converted amount, unless a different fee is displayed to and accepted by the User before execution.

6.3 A crypto withdrawal fee of USD 1.00 applies to each crypto withdrawal, in addition to any applicable network, gas, miner, validator, provider or blockchain fees.

6.4 Network fees, gas fees and any Blockchain Network costs are borne by the User. Such fees may be deducted from the transaction amount, from the User balance or charged separately through the App.

6.5 Fees may vary depending on asset, network, jurisdiction, provider, liquidity, risk profile, transaction volume and market conditions. Fee changes apply prospectively, except where an immediate change is required by a Blockchain Network, a provider, security reasons, law, sanctions or regulatory requirements.

7. No guarantees and no financial advice

7.1 The Cryptocurrency Services do not provide any guarantee of capital, guarantee of value, guarantee of liquidity, guarantee of exchange rate, guaranteed refund, guaranteed redemption, guaranteed profit, guaranteed income or guaranteed availability.

7.2 Crypto Asset values may increase, decrease or become zero. Stablecoins, wrapped tokens and tokenised assets may lose their peg, become illiquid, be frozen by issuers or providers, or become subject to legal or technical restrictions.

7.3 No information made available through the App, by Codego Bulgaria, by Codego SRL, by Isla Mia or by any Third-Party Crypto Provider constitutes investment advice, financial advice, tax advice, legal advice, accounting advice or a recommendation to buy, sell, hold, convert or transfer any Crypto Asset.

7.4 Any withdrawal, refund or return of Crypto Assets is handled by Isla Mia and/or the relevant Third-Party Crypto Provider, subject to the available Crypto Assets, provider processes, Blockchain Network conditions, legal restrictions, KYC/AML controls and sanctions screening. No party guarantees any fiat value equivalent.

8. Risks accepted by the User

8.1 By using the Cryptocurrency Services, the User accepts the risks associated with Crypto Assets and Blockchain Networks, including volatility, illiquidity, smart-contract risk, cyber risk, private-key risk, wallet-address errors, network congestion, forks, airdrops, protocol changes, oracle failures, bridge failures, stablecoin de-pegging, issuer freezes, provider insolvency, market manipulation, regulatory restrictions and operational failures.

8.2 The User acknowledges that transactions may be delayed, rejected, suspended, reversed only where technically and legally possible, blocked by compliance controls, or impossible to complete due to provider restrictions, network conditions, sanctions, law enforcement requests, court orders or regulatory obligations.

8.3 The User is responsible for maintaining the security of devices, credentials, passwords, authentication tools, biometric access, email accounts, recovery methods and any wallet information. Codego Bulgaria, Codego SRL and Isla Mia are not responsible for losses caused by compromised devices, social engineering, phishing, malware, unauthorised access or User error, except to the extent liability cannot lawfully be excluded.

9. User eligibility, obligations and prohibited use

9.1 The User must be at least 18 years old or have legal capacity to enter into these Terms on behalf of a legal entity. The User must provide accurate, current and complete information and must update it when it changes.

9.2 The User must comply with all laws applicable to the User, including tax laws, reporting obligations, anti-money laundering rules, sanctions, exchange controls and any restrictions applicable in the User jurisdiction.

9.3 The User must not use the Services for fraud, money laundering, terrorist financing, sanctions evasion, market abuse, illegal gambling, darknet activity, ransomware, scams, stolen assets, child exploitation, trafficking, corruption,

tax evasion, prohibited goods or services, or any activity that is unlawful or exposes any party to regulatory, sanctions, reputational or security risk.

9.4 The Services are not available in jurisdictions, to persons or for transactions restricted by Isla Mia, Codego Bulgaria, Codego SRL, Third-Party Crypto Providers, sanctions authorities, applicable law or internal risk policies. Access may be refused, suspended or terminated where required by risk, compliance, regulatory or operational reasons.

10. KYC, AML, sanctions and blockchain monitoring

10.1 Isla Mia is responsible for KYC, AML, sanctions screening, transaction monitoring, blockchain analytics, source-of-funds and source-of-wealth controls within the cryptocurrency perimeter on a worldwide basis, subject to applicable law and provider requirements.

10.2 Codego SRL may retain and process identification, onboarding, account, fiat, IBAN, App and payment-related information for the App and for any separate fiat services. Codego Bulgaria may retain and process technical records relating to the cryptocurrency section of the App, including technical identifiers, device data, transaction references, wallet addresses, network information, logs and support records.

10.3 Isla Mia and Third-Party Crypto Providers may request additional information or documents before or after a transaction. Failure to provide requested information may result in refusal, delay, suspension, blocking, freezing or termination of access to the Services.

10.4 Transactions may be delayed, rejected, frozen, reported or blocked where required or permitted by law, sanctions, regulatory obligations, law enforcement requests, court orders, provider rules, blockchain analytics alerts or internal risk controls.

11. Taxes and reporting

11.1 The User is solely responsible for determining, reporting and paying all taxes, duties, levies and charges arising from use of the Cryptocurrency Services, including taxes on acquisitions, disposals, conversions, gains, losses, income, transfers and withdrawals.

11.2 Codego Bulgaria, Codego SRL, Isla Mia and Third-Party Crypto Providers may collect, retain, share or report information where required by applicable law, tax reporting frameworks, court orders, regulatory requests, AML rules or provider obligations, including cross-border reporting obligations where applicable.

11.3 Nothing in the App or these Terms constitutes tax advice. Users should obtain independent professional advice where required.

12. Electronic acceptance and evidence

12.1 The User may accept these Terms electronically through the App by checkbox, click-wrap, account activation, transaction confirmation, one-time password, biometric device authentication, digital signature, continued use or any other electronic method made available in the App.

12.2 Codego SRL maintains App-level acceptance records and account details, including timestamps, accepted document version, device information, IP address, user identifiers, App activity, communication records and copies of the Terms accepted by the User, where applicable.

12.3 Codego Bulgaria maintains technical records relating to the cryptocurrency section of the App, including crypto interface logs, transaction references, wallet addresses, Blockchain Network information, technical events and support records.

12.4 The User agrees that electronic records, logs, confirmations, screenshots, emails, App notifications, transaction records and provider records may be used as evidence of acceptance, instructions, transactions, disclosures and communications, to the fullest extent permitted by law.

13. Service availability, suspension and termination

13.1 The Services may be unavailable, delayed or interrupted due to maintenance, updates, provider downtime, network congestion, cyber incidents, wallet issues, technical defects, liquidity constraints, regulatory requirements, sanctions, security concerns, force majeure or Blockchain Network conditions.

13.2 Codego Bulgaria, Isla Mia, Codego SRL or Third-Party Crypto Providers may suspend, restrict, refuse or terminate access to the Services where required or advisable for security, compliance, KYC/AML, sanctions, fraud prevention, operational, technical, legal, regulatory, provider or risk-management reasons.

13.3 Upon termination or suspension, pending transactions may be completed, rejected, delayed or cancelled depending on Blockchain Network status, provider rules, law, risk controls and technical feasibility. Withdrawal or return of available Crypto Assets is handled by Isla Mia and/or the relevant Third-Party Crypto Provider and remains subject to these Terms.

14. Changes to these Terms

14.1 These Terms may be updated from time to time to reflect legal, regulatory, provider, risk, operational, security, fee or technical changes. Updates will be made available through the App, by email, on the relevant website or by other reasonable means.

14.2 Material changes will apply prospectively unless immediate effect is required by law, regulation, sanctions, court order, provider requirement, security incident, emergency technical reason or Blockchain Network event.

14.3 Continued use of the Services after the effective date of updated Terms constitutes acceptance of the updated Terms. Where legally required, specific consent may be requested before continued use.

15. Data protection and confidentiality

15.1 Codego SRL acts in relation to App, account, fiat, IBAN, payment and related user-interface data. Codego Bulgaria acts in relation to technical data for the cryptocurrency section of the App. Isla Mia and Third-Party Crypto Providers act in relation to crypto operations, KYC/AML, custody, transaction execution, blockchain monitoring and provider services. The parties may act as independent controllers or processors depending on the relevant processing activity and applicable data protection documentation.

15.2 Personal data may include identity information, contact details, device data, IP addresses, wallet addresses, transaction records, blockchain analytics results, KYC documents, source-of-funds information, sanctions screening results, support communications and App activity logs.

15.3 Personal data may be processed in the European Economic Area, Bulgaria, Italy, Puerto Rico, the United States, Costa Rica and other jurisdictions where the parties or Third-Party Crypto Providers operate, subject to applicable transfer safeguards and legal requirements.

15.4 Users may send privacy requests relating to App and fiat services to support@codegopay.com, privacy or technical crypto interface requests to hello@codegobulgaria.com, and crypto operations or KYC/AML requests to support@fleexpay.io.

15.5 Each User must keep confidential any non-public technical, commercial, security, provider, pricing or operational information received through the Services, except where disclosure is required by law or authorised in writing.

16. Limitation of liability

16.1 To the fullest extent permitted by applicable law, Codego Bulgaria is liable only for direct losses caused by its proven breach of these Terms in performing its technical interface obligations. Codego Bulgaria is not liable for losses caused by Isla Mia, Codego SRL, Third-Party Crypto Providers, Blockchain Networks, market movements, liquidity shortages, wallet errors, network fees, gas fees, third-party cyber incidents, User error or regulatory restrictions.

16.2 To the fullest extent permitted by applicable law, Codego SRL is not liable for the Cryptocurrency Services, crypto custody, crypto conversions, crypto withdrawals, Crypto Asset values, crypto liquidity, blockchain execution or acts and omissions of Isla Mia or Third-Party Crypto Providers. Codego SRL remains responsible only for obligations that cannot lawfully be excluded in relation to separate App or fiat services provided by Codego SRL under separate terms.

16.3 To the fullest extent permitted by applicable law, none of Codego Bulgaria, Codego SRL, Isla Mia or their officers, directors, employees, contractors or affiliates is liable for indirect, incidental, special, punitive, exemplary or consequential losses, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of data, loss arising from Crypto Asset price movements or loss arising from unsupported or mistaken transactions.

16.4 Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, or any liability that cannot be excluded or limited under mandatory applicable law.

17. Third-party provider terms

17.1 Third-Party Crypto Providers may apply their own terms, risk disclosures, privacy notices, fees, limits, supported asset lists, supported jurisdiction lists and transaction conditions. The User may be required to accept those terms before using the relevant Service.

17.2 In the event of inconsistency between these Terms and mandatory provider terms for a specific transaction, the provider terms may govern the execution, custody, conversion, withdrawal or settlement of that transaction, without changing the general allocation of responsibilities set out in these Terms.

18. Consumer rights and mandatory law

18.1 Where the User is a consumer, nothing in these Terms deprives the User of mandatory consumer rights, mandatory jurisdiction rights or mandatory protections that cannot lawfully be excluded by contract.

18.2 Because Crypto Asset prices may fluctuate and crypto transactions may be executed immediately on the User instruction, statutory withdrawal or cancellation rights may not apply to executed crypto transactions to the extent permitted by applicable consumer law. The User consents to immediate execution when confirming a transaction in the App.

19. Governing law and dispute resolution

19.1 These Terms are governed by the laws of Costa Rica, without prejudice to mandatory laws, regulatory rules, consumer protections, sanctions, tax obligations, KYC/AML obligations, data protection rules and crypto-asset regulations that apply irrespective of the chosen law.

19.2 For Users acting in the course of business, any dispute arising out of or in connection with these Terms or the Services shall be submitted to the exclusive jurisdiction of the competent courts of San Jose, Costa Rica, unless mandatory law requires a different forum.

19.3 For Users acting as consumers, this clause does not deprive the User of any mandatory right to bring proceedings before the courts of the User place of residence or any other forum required by mandatory consumer law.

19.4 Before starting court proceedings, the User should first contact the relevant support address listed in Section 22 and provide a clear description of the issue, transaction reference and supporting evidence, so that the matter can be investigated.

20. Assignment and subcontracting

20.1 Codego Bulgaria, Isla Mia and Codego SRL may subcontract technical, operational, compliance, hosting, blockchain, custody, analytics, customer support or provider functions where necessary for the Services.

20.2 The User may not assign or transfer rights or obligations under these Terms without prior written consent, except where mandatory law provides otherwise.

21. Miscellaneous

21.1 If any provision of these Terms is found invalid or unenforceable, the remaining provisions remain in force. The invalid provision shall be replaced by a valid provision that most closely reflects the original commercial and legal purpose.

21.2 Failure to enforce a provision does not constitute a waiver of that provision. Any waiver must be in writing.

21.3 These Terms, together with any provider terms, product-specific terms, transaction confirmations, privacy notices and disclosures accepted or displayed in the App, constitute the agreement governing the Cryptocurrency Services.

21.4 The English version of these Terms is the official version for publication and contractual interpretation, unless a legally binding local-language version is expressly provided for a specific jurisdiction.

22. Contact information

22.1 For technical support relating to the cryptocurrency section of the App: Codego Bulgaria Ltd, company/UIC 207194652, email hello@codegobulgaria.com, website codegobulgaria.com.

22.2 For crypto operations, KYC/AML, withdrawals, liquidity, custody, transaction execution and Third-Party Crypto Provider matters: ISLA-MIA Blockchain Solutions LLC, Puerto Rico company number 482529-1511, registered address CARR 102 KM 9 HM 9, Cabo Rojo, 00623, PR, Puerto Rico, email support@fleexpay.io, website fleexpay.io.

22.3 For App, fiat, IBAN, payment, card, electronic money or Codego SRL account matters: Codego SRL, VAT/Tax Code 06985680823, European VAT IT06985680823, REA MI-2676395, registered address Via Monte Napoleone 8, 20121 Milan, Italy, email support@codegopay.com, website codegopay.com.

User acknowledgement

By accepting these Terms electronically, the User confirms that the User has read and understood these Terms, including the role separation between Codego Bulgaria, Isla Mia and Codego SRL, the absence of any capital or profit guarantee, the crypto-specific risks, the fee provisions and the allocation of responsibility for crypto operations to Isla Mia and its Third-Party Crypto Providers.